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11 Parball Newco LLC and PHWLTV, LLC

12
13 UNITED STATES DISTRICT COURT
14 DISTRICT OF NEVADA
15

16 WILLIAM SLACK, HARRY
STROCK, and EDWARD
17 CHAMPA, on behalf of themselves,
and all others similarly situated,

18 Plaintiff,

19 vs.

20 PARBALL NEWCO LLC dba
21 BALLY'S, PARBALL CORP.,
PARBALL LLC, PHWLTV, LLC dba
22 PLANET HOLLYWOOD LAS
VEGAS RESORT AND CASINO,
23 and "JOHN DOE
CORPORATIONS" 1 to 50, name
24 fictitious, actual name and number
unknown,

25 Defendants.
26

Case No. 2:16-cv-02324-RFB-CWH

STIPULATED PROTECTIVE ORDER

27 This protective order will govern documents and information produced by the
28

1 parties in *Slack, et al. v. Parball Newco LLC, et al.*, No 2:16-cv-02324-RFB-CWH (D.
2 Nev.). Pursuant to Federal Rule of Civil Procedure 26(c) and Local Rule of Practice
3 26-7, the parties may designate any documents and/or information as “confidential”
4 consistent with the provisions of this protective order.

5 I. DESIGNATION AND USE OF CONFIDENTIAL MATERIAL

6 A. During the course of this litigation, any party may seek to have discovery
7 material classified as “confidential” if the designating party in good faith believes that
8 the material contains protected, non-public confidential information under federal or
9 state law. Such material is referred to herein as “confidential material” and the party
10 designating the material is referred to herein as the “designating party.”

11 B. “Confidential material” includes all discovery produced by parties that
12 falls within one or more of the following categories: (a) information prohibited from
13 disclosure by statute, regulation, or court rule; (b) trade secrets or other non-public
14 information of a proprietary, strategic, and/or competitively sensitive nature; (c) state
15 or federal income tax information, (d) employment records of past, present, or
16 prospective employees of Parball Newco dba Bally’s, Parball Corp., Parball LLC,
17 PHWLVC LLC dba Planet Hollywood Las Vegas Resort and Casino, Paris LV
18 Operating Co., LLC, including but not limited to: (1) compensation and benefit
19 information; (2) work histories and performance evaluations/ratings; (3) information
20 regarding complaints of discrimination, retaliation, or harassment and investigative
21 files pertaining to such complaints; (4) medical and health-related information; (5)
22 information about disciplinary action, including terminations or suspensions; and (6)
23 personal information, including home and email addresses, dates of birth, telephone
24 numbers, banking or other financial information, and social security numbers. The
25 parties will comply with the local rules regarding the redaction of sensitive
26 information.

27 C. The designating party will mark each page “confidential” of documents
28 designated as such. The designation will avoid obscuring or defacing any portion of

1 the document. All copies of confidential discovery material will also be considered
2 confidential. The designating party may designate confidential a range of documents
3 or pages, accompanied by a writing identifying the range as confidential. If a party
4 inadvertently fails to designate discovery material as confidential, but subsequently
5 determines that such material should have been so designated, it will provide written
6 notice of the confidential designation and to the extent practicable the material will be
7 treated as confidential from the date notice is received. If a party designates material
8 as confidential and later determines that it should not have been so designated, it will
9 provide the opposing party written notice of the removal of the designation and a copy
10 of the material without the confidential marking.

11 D. All confidential material and any portion thereof, and any information
12 derived therefrom, will be deemed confidential and will be used only in this action
13 including for possible resolution of the asserted claims.

14 E. Material designated confidential, including copies and any information
15 derived therefrom, will not be disclosed to anyone other than: (a) the Court and its
16 personnel; (b) counsel of record; (c) stenographic reporters; (d) the named parties in
17 *Slack, et al. v. Parball Newco, LLC, et al*; (e) any current or former officers, directors,
18 or employees of the parties who are needed to assist counsel; (f) and the following,
19 provided they expressly agree to be bound by the terms of this stipulated protective
20 order by executing the form attached as exhibit A: (i) any retained expert witness or
21 consultant regarding this action; (ii) fact witnesses and potential witnesses at, or in
22 preparation for, deposition, trial, or hearing in this action, or who otherwise require
23 the information to assist counsel in this action; and (iii) outside vendors who perform
24 photocopying, data entry, or similar clerical functions.

25 Confidential material may not be disclosed to any other person or entity without
26 prior written consent of the designating party or court order. Such disclosure should
27 be made only to the extent reasonably necessary for effective prosecution and defense
28 of the claims in this action and for no other purpose. Confidential materials may not

1 be used in any other legal action, unless the designating party certifies in writing that
2 such a use is permitted. However, nothing will preclude a recipient party from using
3 testimony obtained in this action for impeachment purposes in other litigation.

4 II. CONDITIONS OF DISCLOSURE

5 A. Before disclosing confidential material to persons qualified to receive it,
6 counsel for the requesting party will secure from each such person who is not a party
7 to this lawsuit the signed exhibit A, which provides that he or she (i) has read or has
8 had explained to them and understands this stipulated protective order, (ii) will not
9 divulge any confidential material except in the preparation, trial, or appeal of this
10 action and in accordance with the terms of the stipulated protective order, and (iii) will
11 not use the material for any other purpose.

12 B. The parties' counsel will be responsible for distribution and control of
13 confidential material who will maintain a list of all persons to whom confidential
14 material has been disclosed and the executed written forms referenced in paragraphs
15 I.E. and II.A. Confidential material will be copied only by counsel or personnel or
16 outside vendors assisting counsel and only for purposes permitted by this order. For
17 good cause shown, a designating party may request an order directing the disclosure
18 of all persons to whom confidential material has been disclosed as well as the written
19 assurances executed by such persons.

20 C. The restrictions set forth in this protective order will not apply to any
21 information that is or becomes public knowledge through its authorized release and
22 not in violation of this order. If confidential material is produced by a third party that
23 any party believes to be confidential, the parties in this litigation may designate the
24 material as such by marking it confidential and providing the marked copy to the
25 opposing party who will either (1) agree the material is confidential under the terms of
26 this protective order, or (2) inform the designating party that it disagrees that the
27 material should be governed by the terms of this protective order, but nonetheless will
28 treat the material as confidential for at least 20 days from notice of the confidentiality

1 designation, to provide the party desiring protection sufficient time to seek relief from
2 the Court. Treatment of the material as confidential will continue until the Court
3 resolves the issue.

4 III. PROTECTING CONFIDENTIAL INFORMATION AT DEPOSITIONS

5 A. During a deposition, either party may request any person present to sign
6 the attached exhibit A.

7 B. To designate confidential information in testimony, the designating party
8 will (a) make an oral statement to that effect on the record, or (b) notify the recipient
9 in writing within 20 days after receipt of the transcript.

10 C. If confidential material is marked as an exhibit in a deposition, hearing,
11 or other proceeding in this action, and its contents are disclosed in testimony at such
12 proceeding, counsel for the parties will (a) advise the reporter that the exhibit refers to
13 confidential material or (b) notify the reporter in writing within 20 days after receipt
14 of the transcript. In either instance, the exhibit and related portions of the transcript
15 containing such disclosure will be marked confidential and will be deemed as such.
16 The reporter will not furnish copies to anyone other than to counsel of record and, if
17 requested by counsel, the witness, and the witness's counsel.

18 IV. USE OF CONFIDENTIAL INFORMATION IN COURT FILINGS

19 Confidential material will be filed or submitted to the Court under seal as set
20 forth in Local Rule of Practice IA 10-5 unless the parties agree in advance that such
21 sealing is unnecessary.

22 No document will be filed under seal unless counsel secures a court order
23 allowing the filing of a document, or portion thereof, under seal. An application to
24 file a document under seal will be served on opposing counsel, and on the person or
25 entity that has custody and control of the document, if it is different from opposing
26 counsel. If opposing counsel or the person or entity that has custody and control of
27 the document wishes to oppose the application, he/she must contact the chambers of
28 the judge who will rule on the application to notify the Court that an opposition to the

1 application will be filed. The parties will abide by applicable law, including Local
2 Rule of Practice IA 10-5, with respect to filing documents under seal. For motions
3 that refer to confidential material, the parties will publicly file a redacted version of
4 the filing.

5 **V. CHALLENGING A CONFIDENTIAL DESIGNATION**

6 A party may dispute the designation of discovery material as confidential, in
7 which event the objecting party will notify the designating party in writing of such
8 dispute. The notice will identify the disputed material and explain the basis for the
9 objection. The designating party will have 10 days to provide a written response by
10 facsimile or electronic mail to the notice, explaining its reason for designating the
11 material as confidential. Should the objecting party dispute such reasons, it will so
12 notify the designating party, who will have 20 days from the date of such notice to
13 seek relief from the Court sustaining confidential status. If no such motion is filed
14 within the 20 day period the designating party will waive the confidential designation
15 of the materials. The designating party will have the burden of demonstrating that the
16 material is properly designated as confidential. In the event of a dispute, the parties
17 will continue to treat the disputed material as confidential until the dispute is resolved
18 or the designating party has waived the confidential designation.

19 **VI. NON-PARTY SUBPOENAS**

20 If any party receives a subpoena from any non-party to this protective order
21 seeking disclosure of confidential material, that party (the “subpoenaed party”) will
22 give notice, as soon as practicable and in no event more than five business days after
23 receiving the subpoena, to counsel for the designating party. The subpoenaed party
24 will not disclose any confidential material for seven business days after providing
25 notice to the other party, and in no event make disclosure before notice is given. If,
26 within this seven business day period, Court relief is sought from the subpoena with
27 regard to any confidential material, the subpoenaed party will wait for the Court to
28 resolve the issue, unless the Court orders otherwise. Nothing herein is intended to be

1 construed as authorizing a party to disobey a lawful subpoena issued in another action.

2 VII. NO RESTRICTIONS

3 Nothing in this protective order will: (a) restrict any party with respect to its
4 own material or to discovery material that has not been designated confidential; (b)
5 prejudice any party's rights to object to the production or disclosure of information it
6 considers not subject to discovery; (c) restrict the proper scope of discovery that can
7 be sought by any party; or (d) prejudice any party's right to seek relief from the terms
8 of this protective order.

9 Nothing in this protective order will be deemed to limit or waive the attorney-
10 client, work product, or any other privilege or is intended to affect the admissibility of
11 any confidential material. Pursuant to Rule 502(d) of the Federal Rules of Evidence,
12 attorney-client, work product, or any other privilege will not be waived by disclosure
13 connected to this litigation. Requests for confidentiality or sealing of any hearing or
14 trial will be made to the presiding judge.

15 The Court may modify this protective order in the interests of justice or for
16 public policy reasons on its own initiative.

17 VIII. RETURN OF CONFIDENTIAL MATERIALS

18 Within 60 days after this action is concluded, including any appeals, materials
19 designated as confidential, and any copies thereof, will be destroyed or if the
20 designating party desires returned to the designating party at that party's expense.
21 This provision will not apply to court filings or copies of pleadings, briefs, or
22 correspondence maintained by counsel during the ordinary course of business. Any
23 destruction of confidential material will be verified in writing within 10 days of such
24 destruction.

25 IX. BINDING EFFECT

26 This protective order will remain in full force and effect at all times during
27 which any party to this protective order or any person having executed the attached
28 exhibit A retains in his, her, or its possession, custody, or control any confidential

1 material.

2 X. ADDITIONAL PARTIES TO LAWSUIT

3 If other parties are added to this action, confidential material will be not be
4 disclosed to such parties or their counsel except upon agreeing to be bound by the
5 provisions of this protective order.

6 XI. ADDITIONAL RIGHTS


7 This protective order is without prejudice to the right of any party to move the
8 Court, pursuant to Fed. R. Civ. P. 26(c) or Local Rule of Practice 26-7, for an order
9 seeking protection of confidential material sought by or produced through discovery,
10 which protection is different from or in addition to that provided for in this protective
11 order, and such right is expressly reserved. Similarly, each party reserves the right to
12 request the Court to order disclosure other than contemplated hereunder of materials
13 subject to this protective order.

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15 SO STIPULATED.

16 Dated: August 4, 2017

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18 
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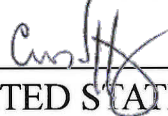

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1 *apapadopoulos@akingump.com*

2 Attorneys for defendants Parball Newco
3 LLC and PHWLTV, LLC

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6 IT IS SO ORDERED:

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8 _____
9 UNITED STATES MAGISTRATE JUDGE

10 DATED: August 8, 2017
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CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing was electronically filed using the Court's CM/ECF system on this 4th day of August, 2017, which will send electronic notification of this filing to all counsel of record.

/s/ Allison S. Papadopoulos
Allison S. Papadopoulos